



Form 1003 Reaffirmation Agreement (1/07)

☐ Presumption of Undue Hardship
☐ No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

UNITED STATES BANKRUPTCY COURT

Eastern District of Virginia

In re JOSHUA S & LAURA M COTTRELL
Debtor

Case No. 09-35375-DOT
Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|--|---|
| <input type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) | <input type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement |
| <input type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input type="checkbox"/> Part C: Certification by Debtor's Attorney | |

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement.]

Name of Creditor: FIRST MARKET BANK

- ☐ *[Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$ 9,173.85

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

Form 240A - Reaffirmation Agreement (Cont.)
ANNUAL PERCENTAGE RATE

2

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 8.79 %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 8.79 %. If different simple interest rates apply to different balances included in the amount reaffirmed,

the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
 \$ _____ @ _____ %;
 \$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
2007 Chrysler PT Cruiser	\$13,316.18

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ 239.53 is due on 11/11/09 (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: _____ (number) payments in the amount of \$ _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

See Part A

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURES(S):

Debtor/Borrower:

x Joshua Cottrell
(Print Name of Debtor)

x [Signature]
(Signature)

x Date: 11/2/09

Joint Debtor/Co-borrower.

If also reaffirming these debts:

x Laura Cottrell
(Print Name of Joint Debtor)

x [Signature]
(Signature)

x Date: 11/2/09

Accepted by creditor: [Must include Name
and Address of Creditor]

Name of Creditor: First Market Bank
(Printed Name of Creditor)

Address of Creditor: First Market Bank
PO Box 18273
Richmond VA 23226

(Signature of Creditor Representative)

(Printed Name and Title of Individual Signing
for Creditor)

Date of creditor acceptance:

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Mitchell P. Goldstein

Signature of Debtor's Attorney: Mitchell P. Goldstein

Date: 11/2/09

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2, **OR**, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 **and** your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 2860.34, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 3472, leaving \$ (661.66) to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: Wife started a new job on August 31, 2009 netting approx. \$1525 /month

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: John Cottrell

(Debtor)

Laura Cottrell

(Joint Debtor, if any)

Date: 11/2/09

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: [Signature]

(Debtor)

(Joint Debtor, if any)

Date: _____

PART E: MOTION FOR COURT APPROVAL

[To be completed and filed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

☐ 11 U.S.C. § 524(e)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer's Name and Address (including County and Zip Code) LAURA M COZZARELL 20400 HICKORY CIRCLE PETERSBURG VA 23103 CD: CHRYSLER (CJ)	Creditor - Seller (Name and Address) CROSSROADS CHRYSLER JEEP DODGE 2833 S. CRATER RD PETERSBURG VA 23103
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (as hereinafter "we" or "us" in this contract) the amount financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Lease	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2007	CHRYSLER PT CRUIS	3A4FYA8877610077	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of cash provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase or lease, including your down payment of \$0.00.
8.79	\$ 3929.68	\$ 13316.48	\$ 17246.16	\$ 23246.16

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
48	\$399.52	Monthly beginning 09/21/2007

Or As Follows:

Late Charge: If payment is not received in full within 7 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 399.92 dealer fee)	\$ 18864.92
2. Total Charges (see 3)	
Trade-In	
Year: (2007) Make: (Chrysler) Model: (PT Cruiser)	
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Excess Net Trade-In	\$ N/A
• Cash	\$ 2000.00
• Other	\$ 0.00
(If total stamp duty is negative, enter "0" and see 4H below)	\$ 5000.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 17246.16
4. Other Charges including Amounts Paid to Others on Your Behalf (Sellers may keep part of these amounts):	
A. Cost of Optional Credit Insurance	
Paid to Insurance Company of Company	\$ N/A
Deductible	\$ N/A
B. Vendor's Single Interest Insurance	\$ N/A
Paid to Insurance Company(ies)	\$ N/A
C. Other Insurance Paid by Insurance Company(ies)	\$ N/A
D. Official Fees Paid to Government Agencies	\$ N/A
Title	\$ 41.00
SALES TAX	\$ 2.00
REGISTRATION	\$ N/A
E. Governmental Fees Not Included in Cash Price	\$ N/A
F. Government License and/or Registration Fees	\$ 23.50
G. Government Certificate of Title Fees	\$ 10.00
H. Other Charges (Seller must identify who is paid and describe purpose)	
1. PAY OFF for Pay Off (Cash or Lease Balance)	\$ N/A
2. PAY OFF for PAY OFF	\$ N/A
3. SELLER for PROCESSING FEE	\$ 399.92
4. PAY OFF for PAY OFF	\$ N/A
5. PAY OFF for PAY OFF	\$ N/A
6. PAY OFF for PAY OFF	\$ N/A
7. PAY OFF for PAY OFF	\$ N/A
8. PAY OFF for PAY OFF	\$ N/A
5. Amount Financed (3 + 4)	\$ 13316.48

OPTION: If you pay no finance charge all the amount financed item 5 is paid in full or below N/A Year _____ SELLER'S INITIAL _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signature: Laura M Cozzarell Co-Buyer Signature: David A Cozzarell

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from honoring any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO LIABILITY INSURANCE INCLUDED

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to ask it and examine it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Sign: Laura M Cozzarell Date: 09/21/07 Co-Buyer Sign: David A Cozzarell Date: 09/21/07
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner's name: _____ Address: _____
Seller's name: Crossroads Chrysler Jeep Dodge Date: 09/21/07 By: Christina Cozzarell

Seller assigns its interest in this contract to FIRST MORTGAGE BANK, TITLE & INSURANCE under the terms of Seller's agreement with Assignee.
☐ Assigned with recourse ☒ Assigned without recourse

CROSSROADS CHRYSLER JEEP DODGE Christina Cozzarell
Seller

FORM NO. 100 (9/07) (10/07) (11/07) (12/07) (1/08) (2/08) (3/08) (4/08) (5/08) (6/08) (7/08) (8/08) (9/08) (10/08) (11/08) (12/08) (1/09) (2/09) (3/09) (4/09) (5/09) (6/09) (7/09) (8/09) (9/09) (10/09) (11/09) (12/09) (1/10) (2/10) (3/10) (4/10) (5/10) (6/10) (7/10) (8/10) (9/10) (10/10) (11/10) (12/10) (1/11) (2/11) (3/11) (4/11) (5/11) (6/11) (7/11) (8/11) (9/11) (10/11) (11/11) (12/11) (1/12) (2/12) (3/12) (4/12) (5/12) (6/12) (7/12) (8/12) (9/12) (10/12) (11/12) (12/12) (1/13) (2/13) (3/13) (4/13) (5/13) (6/13) (7/13) (8/13) (9/13) (10/13) (11/13) (12/13) (1/14) (2/14) (3/14) (4/14) (5/14) (6/14) (7/14) (8/14) (9/14) (10/14) (11/14) (12/14) (1/15) (2/15) (3/15) (4/15) (5/15) (6/15) (7/15) (8/15) (9/15) (10/15) (11/15) (12/15) (1/16) (2/16) (3/16) (4/16) (5/16) (6/16) (7/16) (8/16) (9/16) (10/16) (11/16) (12/16) (1/17) (2/17) (3/17) (4/17) (5/17) (6/17) (7/17) (8/17) (9/17) (10/17) (11/17) (12/17) (1/18) (2/18) (3/18) (4/18) (5/18) (6/18) (7/18) (8/18) (9/18) (10/18) (11/18) (12/18) (1/19) (2/19) (3/19) (4/19) (5/19) (6/19) (7/19) (8/19) (9/19) (10/19) (11/19) (12/19) (1/20) (2/20) (3/20) (4/20) (5/20) (6/20) (7/20) (8/20) (9/20) (10/20) (11/20) (12/20) (1/21) (2/21) (3/21) (4/21) (5/21) (6/21) (7/21) (8/21) (9/21) (10/21) (11/21) (12/21) (1/22) (2/22) (3/22) (4/22) (5/22) (6/22) (7/22) (8/22) (9/22) (10/22) (11/22) (12/22) (1/23) (2/23) (3/23) (4/23) (5/23) (6/23) (7/23) (8/23) (9/23) (10/23) (11/23) (12/23) (1/24) (2/24) (3/24) (4/24) (5/24) (6/24) (7/24) (8/24) (9/24) (10/24) (11/24) (12/24) (1/25) (2/25) (3/25) (4/25) (5/25) (6/25) (7/25) (8/25) (9/25) (10/25) (11/25) (12/25) (1/26) (2/26) (3/26) (4/26) (5/26) (6/26) (7/26) (8/26) (9/26) (10/26) (11/26) (12/26) (1/27) (2/27) (3/27) (4/27) (5/27) (6/27) (7/27) (8/27) (9/27) (10/27) (11/27) (12/27) (1/28) (2/28) (3/28) (4/28) (5/28) (6/28) (7/28) (8/28) (9/28) (10/28) (11/28) (12/28) (1/29) (2/29) (3/29) (4/29) (5/29) (6/29) (7/29) (8/29) (9/29) (10/29) (11/29) (12/29) (1/30) (2/30) (3/30) (4/30) (5/30) (6/30) (7/30) (8/30) (9/30) (10/30) (11/30) (12/30) (1/31) (2/31) (3/31) (4/31) (5/31) (6/31) (7/31) (8/31) (9/31) (10/31) (11/31) (12/31) (1/32) (2/32) (3/32) (4/32) (5/32) (6/32) (7/32) (8/32) (9/32) (10/32) (11/32) (12/32) (1/33) (2/33) (3/33) (4/33) (5/33) (6/33) (7/33) (8/33) (9/33) (10/33) (11/33) (12/33) (1/34) (2/34) (3/34) (4/34) (5/34) (6/34) (7/34) (8/34) (9/34) (10/34) (11/34) (12/34) (1/35) (2/35) (3/35) (4/35) (5/35) (6/35) (7/35) (8/35) (9/35) (10/35) (11/35) (12/35) (1/36) (2/36) (3/36) (4/36) (5/36) (6/36) (7/36) (8/36) (9/36) (10/36) (11/36) (12/36) (1/37) (2/37) (3/37) (4/37) (5/37) (6/37) (7/37) (8/37) (9/37) (10/37) (11/37) (12/37) (1/38) (2/38) (3/38) (4/38) (5/38) (6/38) (7/38) (8/38) (9/38) (10/38) (11/38) (12/38) (1/39) (2/39) (3/39) (4/39) (5/39) (6/39) (7/39) (8/39) (9/39) (10/39) (11/39) (12/39) (1/40) (2/40) (3/40) (4/40) (5/40) (6/40) (7/40) (8/40) (9/40) (10/40) (11/40) (12/40) (1/41) (2/41) (3/41) (4/41) (5/41) (6/41) (7/41) (8/41) (9/41) (10/41) (11/41) (12/41) (1/42) (2/42) (3/42) (4/42) (5/42) (6/42) (7/42) (8/42) (9/42) (10/42) (11/42) (12/42) (1/43) (2/43) (3/43) (4/43) (5/43) (6/43) (7/43) (8/43) (9/43) (10/43) (11/43) (12/43) (1/44) (2/44) (3/44) (4/44) (5/44) (6/44) (7/44) (8/44) (9/44) (10/44) (11/44) (12/44) (1/45) (2/45) (3/45) (4/45) (5/45) (6/45) (7/45) (8/45) (9/45) (10/45) (11/45) (12/45) (1/46) (2/46) (3/46) (4/46) (5/46) (6/46) (7/46) (8/46) (9/46) (10/46) (11/46) (12/46) (1/47) (2/47) (3/47) (4/47) (5/47) (6/47) (7/47) (8/47) (9/47) (10/47) (11/47) (12/47) (1/48) (2/48) (3/48) (4/48) (5/48) (6/48) (7/48) (8/48) (9/48) (10/48) (11/48) (12/48) (1/49) (2/49) (3/49) (4/49) (5/49) (6/49) (7/49) (8/49) (9/49) (10/49) (11/49) (12/49) (1/50) (2/50) (3/50) (4/50) (5/50) (6/50) (7/50) (8/50) (9/50) (10/50) (11/50) (12/50) (1/51) (2/51) (3/51) (4/51) (5/51) (6/51) (7/51) (8/51) (9/51) (10/51) (11/51) (12/51) (1/52) (2/52) (3/52) (4/52) (5/52) (6/52) (7/52) (8/52) (9/52) (10/52) (11/52) (12/52) (1/53) (2/53) (3/53) (4/53) (5/53) (6/53) (7/53) (8/53) (9/53) (10/53) (11/53) (12/53) (1/54) (2/54) (3/54) (4/54) (5/54) (6/54) (7/54) (8/54) (9/54) (10/54) (11/54) (12/54) (1/55) (2/55) (3/55) (4/55) (5/55) (6/55) (7/55) (8/55) (9/55) (10/55) (11/55) (12/55) (1/56) (2/56) (3/56) (4/56) (5/56) (6/56) (7/56) (8/56) (9/56) (10/56) (11/56) (12/56) (1/57) (2/57) (3/57) (4/57) (5/57) (6/57) (7/57) (8/57) (9/57) (10/57) (11/57) (12/57) (1/58) (2/58) (3/58) (4/58) (5/58) (6/58) (7/58) (8/58) (9/58) (10/58) (11/58) (12/58) (1/59) (2/59) (3/59) (4/59) (5/59) (6/59) (7/59) (8/59) (9/59) (10/59) (11/59) (12/59) (1/60) (2/60) (3/60) (4/60) (5/60) (6/60) (7/60) (8/60) (9/60) (10/60) (11/60) (12/60) (1/61) (2/61) (3/61) (4/61) (5/61) (6/61) (7/61) (8/61) (9/61) (10/61) (11/61) (12/61) (1/62) (2/62) (3/62) (4/62) (5/62) (6/62) (7/62) (8/62) (9/62) (10/62) (11/62) (12/62) (1/63) (2/63) (3/63) (4/63) (5/63) (6/63) (7/63) (8/63) (9/63) (10/63) (11/63) (12/63) (1/64) (2/64) (3/64) (4/64) (5/64) (6/64) (7/64) (8/64) (9/64) (10/64) (11/64) (12/64) (1/65) (2/65) (3/65) (4/65) (5/65) (6/65) (7/65) (8/65) (9/65) (10/65) (11/65) (12/65) (1/66) (2/66) (3/66) (4/66) (5/66) (6/66) (7/66) (8/66) (9/66) (10/66) (11/66) (12/66) (1/67) (2/67) (3/67) (4/67) (5/67) (6/67) (7/67) (8/67) (9/67) (10/67) (11/67) (12/67) (1/68) (2/68) (3/68) (4/68) (5/68) (6/68) (7/68) (8/68) (9/68) (10/68) (11/68) (12/68) (1/69) (2/69) (3/69) (4/69) (5/69) (6/69) (7/69) (8/69) (9/69) (10/69) (11/69) (12/69) (1/70) (2/70) (3/70) (4/70) (5/70) (6/70) (7/70) (8/70) (9/70) (10/70) (11/70) (12/70) (1/71) (2/71) (3/71) (4/71) (5/71) (6/71) (7/71) (8/71) (9/71) (10/71) (11/71) (12/71) (1/72) (2/72) (3/72) (4/72) (5/72) (6/72) (7/72) (8/72) (9/72) (10/72) (11/72) (12/72) (1/73) (2/73) (3/73) (4/73) (5/73) (6/73) (7/73) (8/73) (9/73) (10/73) (11/73) (12/73) (1/74) (2/74) (3/74) (4/74) (5/74) (6/74) (7/74) (8/74) (9/74) (10/74) (11/74) (12/74) (1/75) (2/75) (3/75) (4/75) (5/75) (6/75) (7/75) (8/75) (9/75) (10/75) (11/75) (12/75) (1/76) (2/76) (3/76) (4/76) (5/76) (6/76) (7/76) (8/76) (9/76) (10/76) (11/76) (12/76) (1/77) (2/77) (3/77) (4/77) (5/77) (6/77) (7/77) (8/77) (9/77) (10/77) (11/77) (12/77) (1/78) (2/78) (3/78) (4/78) (5/78) (6/78) (7/78) (8/78) (9/78) (10/78) (11/78) (12/78) (1/79) (2/79) (3/79) (4/79) (5/79) (6/79) (7/79) (8/79) (9/79) (10/79) (11/79) (12/79) (1/80) (2/80) (3/80) (4/80) (5/80) (6/80) (7/80) (8/80) (9/80) (10/80) (11/80) (12/80) (1/81) (2/81) (3/81) (4/81) (5/81) (6/81) (7/81) (8/81) (9/81) (10/81) (11/81) (12/81) (1/82) (2/82) (3/82) (4/82) (5/82) (6/82) (7/82) (8/82) (9/82) (10/82) (11/82) (12/82) (1/83) (2/83) (3/83) (4/83) (5/83) (6/83) (7/83) (8/83) (9/83) (10/83) (11/83) (12/83) (1/84) (2/84) (3/84) (4/84) (5/84) (6/84) (7/84) (8/84) (9/84) (10/84) (11/84) (12/84) (1/85) (2/85) (3/85) (4/85) (5/85) (6/85) (7/85) (8/85) (9/85) (10/85) (11/85) (12/85) (1/86) (2/86) (3/86) (4/86) (5/86) (6/86) (7/86) (8/86) (9/86) (10/86) (11/86) (12/86) (1/87) (2/87) (3/87) (4/87) (5/87) (6/87) (7/87) (8/87) (9/87) (10/87) (11/87) (12/87) (1/88) (2/88) (3/88) (4/88) (5/88) (6/88) (7/88) (8/88) (9/88) (10/88) (11/88) (12/88) (1/89) (2/89) (3/89) (4/89) (5/89) (6/89) (7/89) (8/89) (9/89) (10/89) (11/89) (12/89) (1/90) (2/90) (3/90) (4/90) (5/90) (6/90) (7/90) (8/90) (9/90) (10/90) (11/90) (12/90) (1/91) (2/91) (3/91) (4/91) (5/91) (6/91) (7/91) (8/91) (9/91) (10/91) (11/91) (12/91) (1/92) (2/92) (3/92) (4/92) (5/92) (6/92) (7/92) (8/92) (9/92) (10/92) (11/92) (12/92) (1/93) (2/93) (3/93) (4/93) (5/93) (6/93) (7/93) (8/93) (9/93) (10/93) (11/93) (12/93) (1/94) (2/94) (3/94) (4/94) (5/94) (6/94) (7/94) (8/94) (9/94) (10/94) (11/94) (12/94) (1/95) (2/95) (3/95) (4/95) (5/95) (6/95) (7/95) (8/95) (9/95) (10/95) (11/95) (12/95) (1/96) (2/96) (3/96) (4/96) (5/96) (6/96) (7/96) (8/96) (9/96) (10/96) (11/96) (12/96) (1/97) (2/97) (3/97) (4/97) (5/97) (6/97) (7/97) (8/97) (9/97) (10/97) (11/97) (12/97) (1/98) (2/98) (3/98) (4/98) (5/98) (6/98) (7/98) (8/98) (9/98) (10/98) (11/98) (12/98) (1/99) (2/99) (3/99) (4/99) (5/99) (6/99) (7/99) (8/99) (9/99) (10/99) (11/99) (12/99) (1/100) (2/100) (3/100) (4/100) (5/100) (6/100) (7/100) (8/100) (9/100) (10/100) (11/100) (12/100) (1/101) (2/101) (3/101) (4/101) (5/101) (6/101) (7/101) (8/101) (9/101) (10/101) (11/101) (12/101) (1/102) (2/102) (3/102) (4/102) (5/102) (6/102) (7/102) (8/102) (9/102) (10/102) (11/102) (12/102) (1/103) (2/103) (3/103) (4/103) (5/103) (6/103) (7/103) (8/103) (9/103) (10/103) (11/103) (12/103) (1/104) (2/104) (3/104) (4/104) (5/104) (6/104) (7/104) (8/104) (9/104) (10/104) (11/104) (12/104) (1/105) (2/105) (3/105) (4/105) (5/105) (6/105) (7/105) (8/105) (9/105) (10/105) (11/105) (12/105) (1/106) (2/106) (3/106) (4/106) (5/106) (6/106) (7/106) (8/106) (9/106) (10/106) (11/106) (12/106) (1/107) (2/107) (3/107) (4/107) (5/107) (6/107) (7/107) (8/107) (9/107) (10/107) (11/107) (12/107) (1/108) (2/108) (3/108) (4/108) (5/108) (6/108) (7/108) (8/108) (9/108) (10/108) (11/108) (12/108) (1/109) (2/109) (3/109) (4/109) (5/109) (6/109) (7/109) (8/109) (9/109) (10/109) (11/109) (12/109) (1/110) (2/110) (3/110) (4/110) (5/110) (6/110) (7/110) (8/110) (9/110) (10/110) (11/110) (12/110) (1/111) (2/111) (3/111) (4/111) (5/111) (6/111) (7/111) (8/111) (9/111) (10/111) (11/111) (12/111) (1/112) (2/112) (3/112) (4/112) (5/112) (6/112) (7/112) (8/112) (9/112) (10/112) (11/112) (12/112) (1/113) (2/113) (3/113) (4/113) (5/113) (6/113) (7/113) (8/113) (9/113) (10/113) (11/113) (12/113) (1/114) (2/114) (3/114) (4/114) (5/114) (6/114) (7/114) (8/114) (9/114) (10/114) (11/114) (12/114) (1/115) (2/115) (3/115) (4/115) (5/115) (6/115) (7/115) (8/115) (9/115) (10/115) (11/115) (12/115) (1/116) (2/116) (3/116) (4/116) (5/116) (6/116) (7/116) (8/116) (9/116) (10/116) (11/116) (12/116) (1/117) (2/117) (3/117) (4/117) (5/117) (6/117) (7/117) (8/117) (9/117) (10/117) (11/117) (12/117) (1/118) (2/118) (3/118) (4/118) (5/118) (6/118) (7/118) (8/118) (9/118) (10/118) (11/118) (12/118) (1/119) (2/119) (3/119) (4/119) (5/119) (6/119) (7/119) (8/119) (9/119) (10/119) (11/119) (12/119) (1/120) (2/120) (3/120) (4/120) (5/120) (6/120) (7/120) (8/120) (9/120) (10/120) (11

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure the Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about those changes before the final scheduled payment is due.
- You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
 - You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You pay any payment (plus any late charges) more than 10 days late or not at all;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
 - You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as permitted by law.
 - We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
 - How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
 - We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
 - What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under those contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under those contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- ## 4. WARRANTIES SELLER DISCLAIMS
- Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.
- Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
 - Applicable Law.** Federal law and the law of the state of our address shown on the front of this contract apply to this contract.
 - VSI and Optional Insurance.** Choice of Insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-205, 46.2-209 AND 46.2-210.

281 AD0979 ORIGINAL

VEHICLE IDENTIFICATION NO. 3A4FY48B07T618877	YEAR 2007	MAKE CHRYSLER	VEHICLE BODY 45 HB	TITLE NO. 69925554
EMPTY WGT. 2985	GROSS WGT.	GVWR	GCWR	AXLES 2
FUEL GAS	SALES TAX PAID 559.92	ODOMETER *11*	DATE ISSUED 08/14/07	
OTHER PERTINENT DATA 031859			ODOMETER BRAND PRIOR TITLE NO. ACTUAL	

Lienholder name(s) and address(es):
FIRST MARKET BANK
PO BOX 11440
RICHMOND VA 23230

THIS IS NOT A TITLE NUMBER

614055533

LIEN RELEASE	INTEREST IN THE ABOVE DESCRIBED VEHICLE IS, HEREBY RELEASED	
	By _____	DATE _____
	TITLE _____	DATE _____

Name(s) and address(es) of vehicle on:
COTTRELL, JOSHUA SCOTT, AND
COTTRELL, LAURA MAUREEN, OR SURV
20404 HICKORY CIRCLE
PETERSBURG VA 23803-1777



<p>A Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).</p> <p>ASSIGNMENT OF TITLE BY OWNER • NOTIFY DARY WHEN VEHICLE IS SOLD •</p>	Buyer(s) Name _____	
	City, State, Zip _____	
	DATE OF SALE _____ SALE PRICE _____	
	<p>ODOMETER READING (No Tenth) _____</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY.</p>	
	Signature of Seller(s) _____	Printed Name of Seller(s) _____
	Signature of Buyer(s) _____	Printed Name of Buyer(s) _____
	<p>I am aware of the above odometer certification made by the Seller(s): _____</p> <p>I am aware of the above odometer certification made by the Seller(s): _____</p>	
	<p>DETACH HERE & Dealer's No. _____ Licensing Jurisdiction _____</p>	

RICHMOND VA 23230
 PO BOX 11440
 FIRST MARKET BANK

